

Project: Union Valley Parkway
Folio: 003618
APN: 107-250-011, -012, &-013

**REAL PROPERTY PURCHASE CONTRACT
AND ESCROW INSTRUCTIONS**

THIS CONTRACT is made by and between the COUNTY of SANTA BARBARA, hereinafter referred to as "COUNTY," and WALMART STORES, INC., a Delaware Corporation, hereinafter referred to as "OWNER," with reference to the following:

WHEREAS, OWNER is the owner of that certain real property in the unincorporated area of the County of Santa Barbara, State of California, located on the east side of Orcutt Road and Highway 135, south of Foster Road and west of Hummel Drive, and more particularly described as County Assessor's Parcel Nos. 107-250-011, 107-250-012, and 107-250-013, hereinafter referred to as "Property"; and

WHEREAS, COUNTY has designed the plans and specifications for roadway improvements, repair, erosion protection, and related improvements (hereinafter "County Improvements") on a portion of the Property in connection with the proposed Union Valley Parkway Phase III Project, hereinafter referred to as "Project"; and

WHEREAS, in connection with the Project, COUNTY desires to purchase roadway property in fee title for the present and future roadway construction, reconstruction, operation, repair, and maintenance of improvements required by the COUNTY for public roadway purposes on a portion of the Property; and

WHEREAS, COUNTY also recognizes and desires to reimburse OWNER for the loss, replacement, and moving of any improvements within the roadway property (hereinafter referred to as the "Road Area") which may be affected by the Project.

WHEREAS, COUNTY further recognizes to issue four (4) Certificates of Compliance to OWNER on the remaining portions of Property not affected by the OWNERS conveyance of fee interest of Road Area to the COUNTY.

NOW, THEREFORE, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed and understood as follows:

1. **SALE AND PURCHASE PRICE**: COUNTY hereby agrees to purchase and OWNER hereby agrees to sell to COUNTY fee title to be used for public road purposes which includes all of the County Improvements in, on, over, under, along, and across a portion of Assessor's Parcel Nos. 107-250-011, 107-250-012, and 107-250-013. The Road Area shall be legally described and shown on Exhibits "A" and "B" attached to the Grant Deed which is attached hereto and incorporated herein as Exhibit "C."

OWNER hereby grants to COUNTY, its authorized agents, contractors, and employees immediate possession and use of the Road Area upon execution of this Contract. This immediate possession and use includes the right to enter upon and move workers, equipment, and materials in, on, over, under, along, and across the Road Area which may be necessary due to said Project.

As consideration for the granting fee title to the Road Area, and for the loss, replacement, and moving of any and all improvements, COUNTY shall pay OWNER the total purchase price sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$1,350,000.00), which sum shall be OWNER'S sole remedy hereunder. Restoration shall be made only as expressly provided herein and the consideration includes all losses associated with improvements and/or vegetation, natural or cultivated.

The approval of funding by the City of Santa Maria City Council and the appropriation by the County Board of Supervisors is an express condition precedent to COUNTY'S duty to purchase. Notwithstanding any other provision in this Contract, COUNTY at COUNTY'S option may extend escrow up to sixty (60) days to permit the funding approval and appropriation by COUNTY. In the event COUNTY should decide to exercise this option, COUNTY shall do so in writing with copies to the escrow officer and to the OWNER.

COUNTY shall request withdrawal of existing total purchase price sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$1,350,000.00) in the State Condemnation Fund to be deposited into escrow.

At least one (1) day prior to the close of escrow, COUNTY shall deposit with the Escrow Officer the purchase price together with an amount sufficient to pay for COUNTY'S share of prorations, fees, costs, and expenses to be paid by COUNTY pursuant to this Contract.

2. ESCROW AND FEES:

a. Escrow shall be opened at Chicago Title Company, 3700 State Street, Suite 100, Santa Barbara, CA 93454, with escrow instructions to be based upon the terms and conditions set forth herein. This Contract shall become a part of the Escrow and shall constitute the basic instructions of COUNTY and OWNER to the Escrow Officer. However, COUNTY and OWNER agree to execute such additional instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Contract. On behalf of the COUNTY, the Director of the General Services Department, or designee, shall execute the necessary escrow instructions and/or additional instructions, which may be required to complete the closing of this real property transaction. In case of conflict between this Contract and any of said escrow documents, the terms of this Contract shall govern.

COUNTY shall open escrow and deliver this fully-executed Contract, the OWNER-executed a Grant Deed to the Escrow Officer within two (2) weeks of execution hereof by COUNTY. The date of closing shall be on or before sixty (60) days from the date of opening escrow, or on such other date as the parties hereto shall mutually agree in writing. The "Close of escrow" is defined as: (1) the recordation of the Grant Deed which shall vest fee title to the

COUNTY, (2) the concurrent recordation of four (4) Certificates of Compliance which shall validate parcels of land for the OWNER, and (3) settle any and all financial matters held in escrow.

b. The escrow fees shall be paid as follows:

1. COUNTY shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Road Area to COUNTY pursuant to the execution of this Contract. If a policy of title insurance is desired by COUNTY, the premium charged therefore shall be paid by COUNTY. Said escrow and recording charges shall include any partial reconveyance and subordination fees as may be required.

2. OWNER shall pay all escrow fees in the event that this escrow is canceled by OWNER prior to the conveyance of the Road Area to COUNTY.

3. COUNTY shall pay all escrow fees in the event that this escrow is canceled by COUNTY prior to the conveyance of the Road Area to COUNTY.

c. The Escrow Officer shall be obligated as follows:

1. To release to COUNTY certified copy of the Grant Deed, as executed by OWNER, prior to the close of escrow in order to receive "acceptance" by COUNTY'S Board of Supervisors of the subject Road Areas; and

2. To obtain reconveyances from any holders of liens against the Road Area; and

3. To record concurrently the executed Grant Deed and the four (4) Certificates of Compliance with the Santa Barbara County Recorder's Office and deliver the recorded deed to COUNTY and deliver the recorded four (4) Certificate of Compliance to OWNER upon the Close of Escrow.

4. To deliver to OWNER at the Close of Escrow the purchase price as stated in Section 1, herein above.

3. **TITLE AND DEED:** Title is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) or known to OWNER, except:

a. Covenants, conditions, restrictions, and reservations of record approved by COUNTY.

b. Easements or rights of way over the Road Area for public or quasi-public utility or public street purposes, if any, approved by COUNTY.

c. Exceptions 1 through 6 inclusive contained in a Preliminary Title Report No. 09-33000327-DL, issued by Chicago Title Company, with an effective date of July 31, 2009.

d. Property taxes for the fiscal year in which this escrow closes shall be satisfied in a manner consistent with California Revenue and Taxation Code Section 4986.(a)(6). Escrow officer is authorized to pay all delinquent taxes from the amount shown in Section 1, SALE AND PURCHASE PRICE, herein above. OWNER understands that pursuant to Section 4986.(a)(6), OWNER may receive after the close of escrow, either, 1) an unsecured property tax bill from the COUNTY Treasurer-Tax Collector for real property taxes that may be due; or 2) a COUNTY warrant from the COUNTY Auditor-Controller to reimburse OWNER for any prepaid property taxes that may be canceled.

OWNER shall hold COUNTY harmless and reimburse COUNTY for any and all of COUNTY'S losses and expenses occasioned by reason of any easements, contracts, leases, or permits encumbering said Road Area which have not been approved by COUNTY.

The COUNTY shall pay for the cost of a Preliminary Title Report covering said Property. COUNTY shall have the right to review the Preliminary Title Report and approve or disapprove in writing those items disclosed in the Preliminary Title Report prior to the close of escrow. OWNER shall have thirty (30) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Property as determined by COUNTY in its discretion. COUNTY may terminate this Contract or request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the satisfaction of the COUNTY. Failure to so correct shall be grounds for termination of this Contract by COUNTY.

Escrow shall be automatically extended for thirty (30) days where there is a need for OWNER to correct an adverse condition unless OWNER refuses to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

4. **COUNTY'S CONDITIONS PRECEDENT:** COUNTY'S obligation to perform under this Contract and the Close of Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow

COUNTY shall complete, consider, and approve the requirements of Government Code Section 65402, and California Environmental Quality Act (CEQA) environmental review process. In the event these requirements are not completed within forty-five (45) days of the opening of escrow, COUNTY shall have the right to extend the escrow period until such completion.

The COUNTY'S Board of Supervisors shall have authorized the COUNTY'S purchase of the Road Area, and issuance of four (4) Certificates of Compliance on OWNER'S remaining portions of Property as shown on the map depiction in Exhibit "B."

In the event that these conditions precedent are not satisfied, COUNTY may terminate this Contract with no further liability.

5. **COUNTY OBLIGATIONS:** The COUNTY shall be obligated as follows:

a. COUNTY shall relocate and reconnect any public utilities serving OWNER'S remaining Property if said relocation becomes necessary because of said Project.

b. COUNTY shall repair any damage done to OWNER'S improvements or other property by COUNTY during said Project.

c. COUNTY shall coordinate with OWNER deliver to escrow four (4) Certificates of Compliance on the remaining portion of OWNER'S Property as shown on the map depiction in the attached Exhibit "2."

d. COUNTY shall coordinate with OWNER the installation of curb cut along the realigned Orcutt Frontage Road, but the exact location needs to be based on safe and proper sight distance and geometric design.

e. The timely delivery by COUNTY with Escrow Officer of all documents and purchase price required to be deposited by COUNTY under this Contract. The purchase price sum shall be withdrawn from the State Condemnation Fund, according with section 1, above.

f. COUNTY shall review the legal descriptions for the four (4) Certificates of Compliance prepared by OWNER.

g. COUNTY shall quitclaim to OWNER the Flood Control easement that was recorded on June 20, 1973 as Bk. 2467 Pg.1280 and identified as Instrument Number 23989 in Official Records, as shown on the attached Exhibit "D."

6. **OWNERS' CONDITIONS PRECEDENT:**

a. OWNER shall be obligated to remove any and all personal property within the Road Area within thirty (30) days from execution of this Contract.

b. OWNER shall be obligated to clear any and all tenant or lessee interests in the Road Area whether the interest is recorded or unrecorded prior to Close of Escrow.

c. OWNER shall deliver to escrow an executed Grant Deed conveying fee interest to the Road Area set forth in the attached Exhibit 1, which is the subject of this transaction. The Grant Deed shall be vested in "County of Santa Barbara," free and clear of all liens, leases, reservations, encumbrances, assessments, and taxes.

d. OWNER shall deliver to escrow officer all necessary documents as approved by the County Surveyor, to effect a voluntary merger of OWNER'S fee interest for each of the four (4)

contiguous parcel areas remaining after the conveyance of the fee interest of the Road Area to the COUNTY in order to allow for the issuance of a single Certificate of Compliance for each of the four (4) remainder areas.

e. OWNER shall use any and all monies payable under this Contract upon demand be made payable to the mortgagees and beneficiaries of any notes secured by mortgages or deeds of trust up to and including the total amount of unpaid principal and interest together with penalty, if any, for payment in full in advance of maturity. Escrow Officer shall obtain from said mortgagees or beneficiaries good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust. Escrow Officer shall obtain any and all executed full reconveyances, partial reconveyances, subordinations and/or releases of liens that may have been given on said Road Area covered by deeds of trust.

f. The timely delivery by OWNER with Escrow Officer of all documents required to be deposited by OWNER under this Contract.

7. OWNER'S REPRESENTATION AND WARRANTIES:

a. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Road Area or pending against OWNER which could affect OWNER'S title of the Road Area, or subject an owner of the Road Area to liability.

b. There are not attachments, execution proceeding, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceeding pending against the OWNER restricting the Close of Escrow.

c. OWNER will not subject the Road Area to any additional liens, encumbrances, covenant, conditions, easements, right of way or similar matters after the execution of this Contract that will not be eliminated prior to the Close of Escrow.

d. OWNER hereby agrees to indemnify, protect, hold harmless, and defend COUNTY, its Board of Supervisors, officers, employees, agents (Indemnified Parties), from and against any and all losses, expenses, damages and liabilities, suffered by the Indemnified Parties arising from the existence of hazardous substance (as defined by CERLA) on the Road Area as of the Close of Escrow (collectively, Liabilities), after asserting on COUNTY's behalf any applicable defenses to such Liabilities, and excepting therefrom Liabilities arising out of the negligent acts or omissions of the Indemnified Parties. COUNTY ACKNOWLEDGES that oil storage tank bottom material (i.e. asphaltic sand or tar sand) exists in the Road Area, which will need to be removed as part of the COUNTY's construction in the Road Area ("Tar Sand"). COUNTY acknowledges and agrees that OWNER shall have no obligation to the Indemnified Parties as the result of the existence of such Tar Sand, and that this indemnity shall not apply to any liabilities arising out of the existence or removal of such Tar Sand, all of which shall be undertaken by COUNTY, at COUNTY's sole cost. OWNER's duty to indemnify COUNTY shall survive the Close of Escrow.

8. **OWNER'S OBLIGATIONS:**

a. Ensure that the Road Area is free and clear of any and all liens and encumbrances including the removal of financial indebtedness.

b. Seller shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Road Area and any and all taxes, assessments, and levies in respect to the Road Area prior to the Close of Escrow.

c. OWNER shall not record any covenants, conditions or restrictions against the Property and Road Area, including without limitation any application for annexation or development of the Property until Close of Escrow.

d. OWNER shall coordinate with COUNTY deliver to escrow four (4) Certificates of Compliance on the remaining portion of OWNER'S Property as shown on the map depiction in the attached Exhibit "B." OWNER shall take the lead and pay the cost associated with the submittal of an application for the Certificate of Compliance and Voluntary Merger processes through the County Surveyor's Office, and the preparation and cost of a land surveyor providing four (4) legal descriptions for the remainder portion of OWNER'S Property as shown on the map depiction in the attached Exhibit "B."

e. OWNER shall be responsible to pay for any and all cost identified as OWNER'S costs as contained in this Contract. OWNER'S costs associated with this Contract shall be paid by OWNER at the Close of Escrow from the purchase price as stated in Section 1, herein above.

9. **TERMINATION:** COUNTY shall have the right to terminate this Contract at any time prior to the Close of Escrow. OWNER shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach following ten (10) days written notice.

10. **WAIVER:** No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. **ENTIRE CONTRACT:** Time is of the essence in this Contract. This Contract supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for the Road Area and shall relieve COUNTY of all further obligation or claims on this account. No amendment, supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by both parties.

12. **EMINENT DOMAIN ACTION:**

a. Parties agree that the pending Eminent Domain litigation in the Santa Barbara County Superior Court (Case No. 1391920, County of Santa Barbara v. Walmart Stores, Inc.) will be dismissed upon Close of Escrow on this purchase and each party shall be responsible for their own costs and attorneys' fees in that litigation.

b. In the event OWNER is unable to deliver title in a reasonable time under the terms of the Contract, this Contract shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking and the terms thereof, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

13. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Contract to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Contract. The terms and provisions of this Contract embody the parties' mutual intent, and this Contract shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

14. **SECTION HEADINGS:** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

15. **REAL PROPERTY DOCUMENTS:** Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.

16. **CONDITIONS ARE COVENANTS:** Each of the conditions to the close of escrow set forth herein shall be deemed to be covenants and the conditions required to be satisfied herein.

17. **SUCCESSORS AND ASSIGNS:** The rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

18. **CERTIFICATION OF SIGNATORY(IES):** OWNER represents and warrants that it is the owner of the Property or is authorized by the OWNER of the Property to execute this Contract and that no additional signatures are required to carry out the duties contemplated herein.

19. **CONTRACT APPROVAL:** This Contract is subject to the approval of the COUNTY Board of Supervisors. Execution of this Contract by the chairperson, or designee, of the Board of Supervisors shall evidence said approval by the Board.

20. **SURVIVAL OF REPRESENTATIONS:** The representations of each of the parties and their executory covenants shall survive the Close of Escrow and shall not be merged in the deeds delivered to and accepted by the COUNTY.

21. **EXECUTION IN COUNTERPARTS**: The Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

22. **FACSIMILE SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile signature, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County of Santa Barbara.

Project: Union Valley Parkway
Phase III
APN: 107-250-011,-012 & -013

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Real Property Purchase Contract and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Doreen Farr, Chair
Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED:

By: _____
Scott McGolpin, Director
Public Works Department

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Kevin E. Ready, Sr.
Senior Deputy County Counsel

By: _____
Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED:

APPROVED:

By: _____
Ronn Carlentine,
Real Property Manager

By: _____
Ray Aromatorio, ARM, AIC
Risk Program Administrator

(signature page continued)

Project: Union Valley Parkway
Phase III
APN: 107-250-011,-012,-013

“OWNER”
WALMART STORES, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT "A"

Legal; Description

EXHIBIT A

RIGHT OF WAY, ORCUTT ROAD REALIGNMENT THROUGH 107-250-011

That portion of Parcel A of Parcel Map 11691, in the County of Santa Barbara, State of California, as shown on the map filed in Parcel Map Book 12, Page 57, in the Recorder's Office of said county, described as follows.

Beginning at a 1/2" iron pipe and nail at the southwesterly corner of Parcel A of Parcel Map 11691, as shown on Parcel Map Book 12, Page 57 of said County's Records, which bears South 1° 42' 06" West, 1496.38 feet (record North 0° 17' 46" East, 1496.86 feet) from a 1-1/2" iron pipe at the northwesterly corner of Parcel B of said Parcel Map;
 thence along the westerly line of said Parcel A, North 01° 42' 06" East, 266.84 feet to POINT "A";
 thence North 32° 30' 25" East, 9.77 feet more or less to the easterly line of a 60 feet wide right of way as described in the deed to the State of California, recorded December 15, 1916, in Deed Book 157, Page 83, of said County's Records, the TRUE POINT OF BEGINNING;
 thence North 32° 30' 25" East, 39.34 feet to a point that bears N32° 30' 25"E 49.11 feet from POINT "A";
 thence the following courses:

- North 35° 21' 21" East, 70.38 feet;
- North 12° 25' 36" East, 24.29 feet;
- North 42° 58' 45" East, 28.02 feet;
- North 65° 28' 03" East, 32.88 feet;
- North 42° 49' 43" East, 89.17 feet;
- North 37° 19' 49" East, 43.20 feet;
- North 28° 20' 57" East, 100.55 feet;
- North 20° 01' 13" East, 65.96 feet;
- North 11° 25' 26" East, 109.18 feet;
- North 43° 24' 40" West, 40.67 feet to POINT "B" on the northerly line of Parcel A of said Parcel Map;
- South 89° 47' 05" East, 84.10 feet along the northerly line of Parcel A of said Parcel Map to POINT "C", the northeasterly corner of Parcel A of said Parcel Map;
- South 1° 42' 06" West, 255.77 feet along the easterly line of Parcel A of said Parcel Map to POINT "D";
- South 33° 54' 06" West, 42.71 feet;
- South 40° 19' 43" West, 93.62 feet;
- South 43° 10' 34" West, 109.53 feet;
- South 44° 15' 25" West, 73.64 feet;
- South 49° 33' 01" West, 68.92 feet;
- South 31° 08' 27" West, 82.73 feet;
- South 20° 47' 25" West, 79.30 feet;
- South 11° 49' 38" West, 78.26 feet to POINT "E" on the easterly line of said 60' wide right of way;
- North 1° 42' 06" East, 226.54 feet along the easterly line of said 60' wide right of way to the TRUE POINT OF BEGINNING.

The above described portion of said Parcel A contains 60527 square feet (1.390 acres) and is shown on Exhibit B, attached hereto and made a part hereof for informational purposes.



This description was prepared by me in conformance with the requirements of the Professional Land Surveyors Act.

Robert J. Reese
 Robert J. Reese, LS 6208

09.09.2010
 date

EXHIBIT A

PARCEL ONE - ORCUTT ROAD RE-ALIGNMENT RIGHT OF WAY THROUGH 107-250-013

That portion of Parcel C of Parcel Map 11691, in the County of Santa Barbara, State of California, as shown on the map filed in Parcel Map Book 12, Page 57, in the Recorder's Office of said county, described as follows.

Beginning at POINT "C", the northeasterly corner of Parcel A of said Parcel Map;

thence the following courses:

- South 01° 42' 06" West, 255.77 feet along the easterly line of Parcel A of said Parcel Map to POINT "D";
- North 33° 54' 06" East, 55.32 feet;
- North 22° 54' 57" East, 60.92 feet;
- North 10° 56' 50" East, 116.98 feet;
- North 48° 28' 49" East, 50.38 feet to POINT "N";
- North 87° 07' 17" West, 107.06 feet to POINT "C", the POINT OF BEGINNING.

The above described PARCEL ONE contains 13201 square feet (0.303 acres) and is shown on Exhibit B, attached hereto and made a part hereof for informational purposes.

PARCEL TWO - ORCUTT ROAD RE-ALIGNMENT RIGHT OF WAY THROUGH 107-250-013

That portion of Parcel C of Parcel Map 11691, in the County of Santa Barbara, State of California, as shown on the map filed in Parcel Map Book 12, Page 57, in the Recorder's Office of said county, described as follows.

Beginning at a 1-1/2" iron pipe at the northwesterly corner of Parcel B of said Parcel Map which bears North 1° 42' 06" East, 1496.38 feet (record North 0° 17' 46" East, 1496.86 feet) from a 1/2" iron pipe and nail at the southwest corner of Parcel A of said Parcel Map;

thence along the northerly line of said Parcel B, South 88° 27' 25" East, 5.00 feet more or less to the easterly line of a 60 feet wide right of way as described in the deed to the State of California, recorded December 15, 1916, in Deed Book 157, Page 83, of said County's Records;

thence South 88° 27' 25" East, 52.27 feet to POINT "F" that bears South 88° 27' 25" East, 57.27 feet from the said 1-1/2" iron pipe;

thence the following courses:

- South 22° 31' 32" East, 12.93 feet;
- South 37° 54' 49" East, 120.36 feet;
- South 52° 57' 08" East, 72.98 feet;
- South 63° 03' 08" East, 40.67 feet;
- South 53° 52' 41" East, 46.93 feet;
- South 41° 59' 16" East, 82.86 feet;
- South 28° 25' 10" East, 16.76 feet to POINT "G" on the easterly line of Parcel B of said Parcel Map, the TRUE POINT OF BEGINNING;

thence the following courses:

- South 01° 42' 06" West, 238.99 feet along the easterly line of Parcel B of said Parcel Map to POINT "H";
- South 80° 30' 20" East, 115.26 feet to POINT "P";
- North 44° 32' 00" West, 59.18 feet;
- North 24° 31' 44" West, 27.94 feet;
- North 11° 04' 15" West, 52.19 feet;
- North 05° 10' 33" West, 50.48 feet;
- North 19° 31' 34" West, 52.08 feet;
- North 28° 25' 10" West, 45.17 feet to POINT "G", the TRUE POINT OF BEGINNING.

The above described PARCEL TWO contains 11491 square feet (0.264 acres) and is shown on Exhibit B, attached hereto and made a part hereof for informational purposes.

CONTINUED ON PAGE 2

EXHIBIT A

PARCEL THREE - UNION VALLEY PARKWAY RIGHT OF WAY THROUGH 107-250-013

That portion of Parcel C of Parcel Map 11691, in the County of Santa Barbara, State of California, as shown on the map filed in Parcel Map Book 12, Page 57, in the Recorder's Office of said county, described as follows.

Beginning at a 1-1/2" iron pipe at the northwesterly corner of Parcel B of Parcel Map 11691, as shown on Parcel Map Book 12, Page 57 of said County's Records, which bears North 1° 42' 06" East, 1496.38 feet (record North 0° 17' 46" East, 1496.86 feet) from a 1/2" iron pipe and nail at the southwest corner of Parcel A of said Parcel Map;

thence along the westerly line of said Parcel B, South 1° 42' 06" West, 580.83 feet to the southwest corner of Parcel B of said Parcel Map;

thence South 89° 47' 05" East, 5.00 feet more or less along the southerly line of Parcel B of said Parcel Map to the easterly line of a 60 feet wide right of way as described in the deed to the State of California, recorded December 15, 1916, in Deed Book 157, Page 83, of said County's Records, the TRUE POINT OF BEGINNING;

thence South 89° 47' 05" East, 335.11 feet along the southerly line of Parcel B of said Parcel Map to POINT "L" at the southeasterly corner of Parcel B of said Parcel Map;

thence the following courses:

- North 01° 42' 06" East, 68.15 feet along the easterly line of Parcel B of said Parcel Map to POINT H";
- South 80° 30' 20" East, 115.26 feet to POINT "P";
- South 87° 05' 25" East, 596.53 feet;
- North 83° 50' 19" East, 62.82 feet;
- South 86° 45' 25" East, 87.38 feet;
- South 63° 19' 54" East, 96.27 feet to POINT "Q" at the westerly terminus of the northerly line of the East-West Expressway in Lot 3, Tract 12414, Unit 1, as shown on the map recorded in Map Book 97, Page 57 et seq., in said County's Records;
- South 02° 04' 48" West, 145.58 feet along the easterly line of Parcel C of said Parcel Map to POINT "R" on the westerly line of Lot 229, Tract 12414, Unit 4, as shown on the map recorded in Map Book 123, Page 5, in said County's Records;
- North 68° 56' 43" West, 102.70 feet;
- North 87° 43' 10" West, 396.27 feet;
- South 87° 51' 17" West, 97.38 feet;
- North 87° 46' 32" West, 249.16 feet to POINT "N"
- North 87° 07' 17" West, 107.06 feet to POINT "C" at the northeasterly corner of Parcel A of said Parcel Map;
- North 89° 47' 05" West, 84.10 feet along the northerly line of Parcel A of said Parcel Map to POINT "B";
- North 80° 48' 58" West, 134.35 feet;
- North 84° 26' 37" West, 117.99 feet to POINT "S" on the easterly line of said 60' wide right of way;
- North 01° 42' 06" East, 72.10 feet along the easterly line of said 60' wide right of way to the TRUE POINT OF BEGINNING.

The above described PARCEL THREE contains 175374 square feet (4.026 acres) and is shown on Exhibit B, attached hereto and made a part hereof for informational purposes.



This description was prepared by me in conformance with the requirements of the Professional Land Surveyors Act.

Robert J. Reese
Robert J. Reese, LS 6208

09.04.2010
date

EXHIBIT A

PARCEL ONE - ORCUTT ROAD RE-ALIGNMENT RIGHT OF WAY THROUGH 107-250-012

That portion of Parcel B of Parcel Map 11691, in the County of Santa Barbara, State of California, as shown on the map filed in Parcel Map Book 12, Page 57, in the Recorder's Office of said county, described as follows.

Beginning at a 1-1/2" iron pipe at the northwesterly corner of Parcel B of Parcel Map 11691, as shown on Parcel Map Book 12, Page 57 of said County's Records, which bears North 1° 42' 06" East, 1496.38 feet (record North 0° 17' 46" East, 1496.86 feet) from a 1/2" iron pipe and nail at the southwest corner of Parcel A of said Parcel Map;

thence along the northerly line of said Parcel B, South 88° 27' 25" East, 5.00 feet more or less to the easterly line of a 60 feet wide right of way as described in the deed to the State of California, recorded December 15, 1916, in Deed Book 157, Page 83, of said County's Records, the TRUE POINT OF BEGINNING;

thence South 88° 27' 25" East, 52.27 feet along the northerly line of Parcel B of said Parcel Map to POINT "F" that bears South 88° 27' 25" East, 57.27 feet from the said 1-1/2" iron pipe;

thence the following courses:

- South 22° 31' 32" East, 12.93 feet;
- South 37° 54' 49" East, 120.36 feet;
- South 52° 57' 08" East, 72.98 feet;
- South 63° 03' 08" East, 40.67 feet;
- South 53° 52' 41" East, 46.93 feet;
- South 41° 59' 16" East, 82.86 feet;
- South 28° 25' 10" East, 16.76 feet

to POINT "G" on the easterly line of Parcel B of said Parcel Map;

South 01° 42' 06" West, 238.99 feet along the easterly line of Parcel B of said Parcel Map to POINT "H";

- North 80° 30' 20" West, 51.24 feet to POINT "J";
- North 41° 10' 11" East, 31.25 feet;
- North 06° 53' 09" West, 28.50 feet;
- North 20° 15' 47" West, 73.54 feet;
- North 47° 49' 14" West, 43.14 feet;
- North 26° 20' 49" West, 56.80 feet;
- North 37° 13' 07" West, 87.62 feet;
- North 33° 35' 45" West, 66.02 feet;
- North 45° 33' 53" West, 89.50 feet;
- North 34° 13' 44" West, 65.38 feet;
- North 26° 45' 57" West, 32.54 feet

to POINT "K" on the easterly line of said 60 feet wide right of way;

North 01° 42' 06" East, 33.95 feet along the easterly line of said 60 feet wide right of way to the TRUE POINT OF BEGINNING.

The above described PARCEL ONE contains 46289 square feet (1.063 acres) and is shown on Exhibit B, attached hereto and made a part hereof for informational purposes.

CONTINUED ON PAGE 2

EXHIBIT A

PARCEL TWO - UNION VALLEY PARKWAY RIGHT OF WAY THROUGH 107-250-012

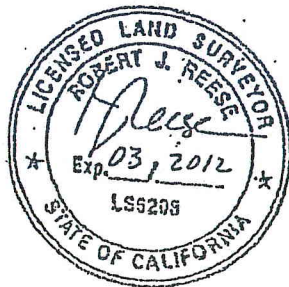
That portion of Parcel B of Parcel Map 11691, in the County of Santa Barbara, State of California, as shown on the map filed in Parcel Map Book 12, Page 57, in the Recorder's Office of said county, described as follows.

Beginning at a 1-1/2" iron pipe and nail at the northwesterly corner of Parcel B of Parcel Map 11691, as shown on Parcel Map Book 12, Page 57 of said County's Records, which bears North 1° 42' 06" East, 1496.38 feet (record North 0° 17' 46" East, 1496.86 feet) from a 1/2" iron pipe and nail at the southwesterly corner of Parcel A of said Parcel Map;
thence along the westerly line of said Parcel B, South 1° 42' 06" West, 580.83 feet;
thence South 89° 47' 05" East, 5.00 feet more or less to the easterly line of a 60 feet wide right of way as described in the deed to the State of California, recorded December 15, 1916, in Deed Book 157, Page 83, of said County's Records, the TRUE POINT OF BEGINNING;
thence South 89° 47' 05" East, 335.11 feet to POINT "L", the southeasterly corner of Parcel B of said Parcel Map;

thence the following courses

North 1° 42' 06" East, 68.15 feet along the easterly line of Parcel B of said Parcel Map to POINT "H" on the easterly line of Parcel B of said Parcel Map;
North 80° 30' 20" West, 51.24 feet to POINT "J";
North 85° 18' 31" West, 284.61 feet to POINT "M" on the easterly line of said 60 feet wide right of way;
South 1° 42' 06" West, 98.64 feet along the easterly line of said 60 feet wide right of way to the TRUE POINT OF BEGINNING.

The above described PARCEL TWO contains 28547 square feet (0.655 acres) and is shown on Exhibit B, attached hereto and made a part hereof for informational purposes.



This description was prepared by me in conformance with the requirements of the Professional Land Surveyors Act.

Robert J. Reese
Robert J. Reese, LS 6208

09.04.2010
date

Exhibit "B"

Map Depiction

S.R.135 (Orcutt Expressway)

ORCUTT ROAD (EXISTING)

N1°42'06"E 1496.38' to NW COR PARCEL B

PROPOSED UNION VALLEY PARKWAY RIGHT OF WAY

e'ly 35' R/W per 157 Od 83

POINT "B"

POINT "C"

AREA OF DESCRIPTION

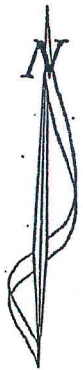
POINT "D"

PARCEL C
12 PM 57
APN 107-250-013

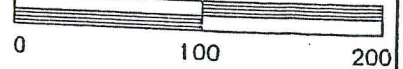
TPOB
PARCEL ONE

POINT "A"

PARCEL A
12 PM 57
APN 107-250-011



Graphic Scale 1" = 100'



This map was prepared by me in conformance with the requirements of the Professional Land Surveyors Act.

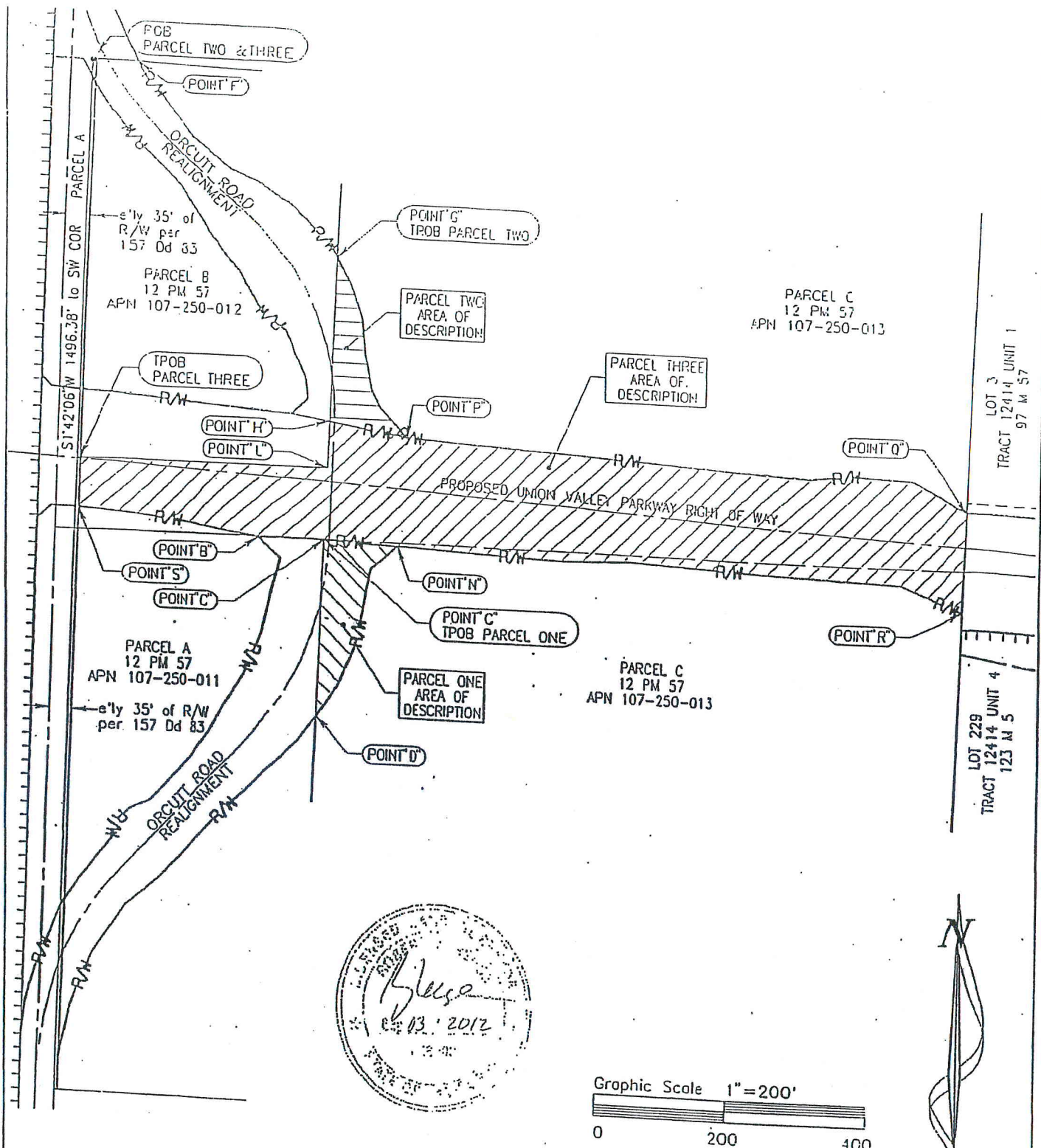
Robert J. Reese
Robert J. Reese, LS 6208

09.04.2010
date

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS

EXHIBIT B

UNION VALLEY PARKWAY
RIGHT OF WAY EASEMENT
APN 107-250-011
SEPTEMBER, 2010



This map was prepared by me in conformance with the requirements of the Professional Land Surveyors Act.

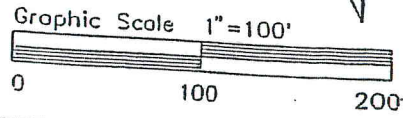
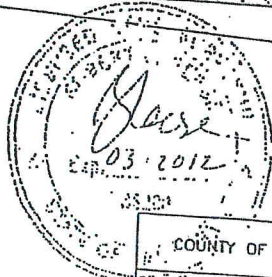
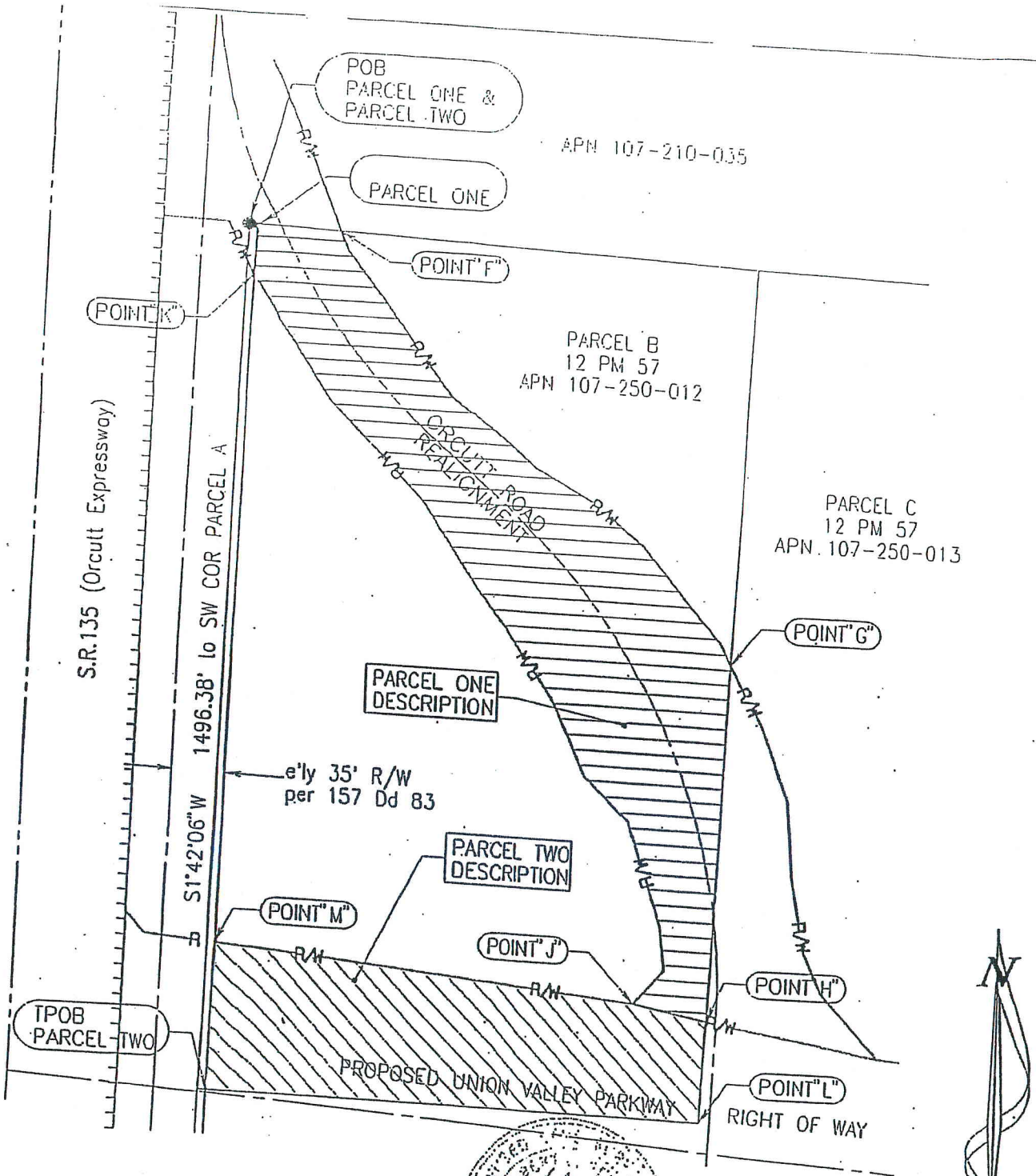
Robert J. Reese
 Robert J. Reese LS 6208 09.04.2010
 _____ date _____

107-250-013-exhibit-B

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS

EXHIBIT B

UNION VALLEY PARKWAY
 RIGHT OF WAY EASEMENT
 APN 107-250-013
 SEPTEMBER, 2010



This map was prepared by me in conformance with the requirements of the Professional Land Surveyors Act.

Robert J. Reese
 Robert J. Reese, LS 6208
 09.04.2010
 date

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS

EXHIBIT B

UNION VALLEY PARKWAY
 RIGHT OF WAY EASEMENT
 APN 107-250-012
 SEPTEMBER, 2010

107-250-012-exhibit-B